

ADDENDUM
Section 00900

ADDENDUM NO. 4

Date: February 10, 2021

City of Austin

Project Name: Lake Austin – Meredith Street Storm Drain Improvements

C.I.P. No. 5789.054 IFB No.: CLMC 834

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated _November 19, 2020. **Acknowledge receipt of this addendum in space provided on bid form.** Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

Volume 1: DELETE Table of Contents in its entirety and replace with attached

Volume 1: DELETE Section 00020 in its entirety and replace with attached

Volume 1: DELETE Section 00300U in its entirety and replace with the attached

Volume 2: DELETE Table of Contents in its entirety and replace with attached

Volume 2: DELETE Special Specification SS1390 in its entirety

This addendum consists of 17 page(s)/sheet(s).

Approved by OWNER

Approved by ENGINEER (as applicable per license requirements)



2-10-2021

END

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END

INVITATION FOR BIDS

Section 00020

1. OVERVIEW AND PROJECT INFORMATION

Following is a summary of information for this Project. Bidder is cautioned to refer to other sections of the Project Manual, Drawings and Addenda (Bid Documents) for further details.

The City of Austin, hereafter called OWNER, is requesting Bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the following:

Project:	Lake Austin – Meredith St. Storm Drain Improvements
Located at:	Meredith St, from Rockmoor Ave to Lebbberman Ln; from Meredith St to Kennelwood Rd; and Cherry Ln, from Rockmoor Ave to Scenic Dr
CIP ID No.:	5789.054
Solicitation No.:	CLMC834

The Work consists of construction of approximately 2,000 linear feet of storm drain improvements, including curb inlets, junction boxes, reinforced concrete pipe, a new outfall into a cove off Lake Austin; approximately 5,600 square yards of street reconstruction and pavement replacement; installation of erosion controls and traffic controls as shown on the construction drawings; construction of approximately 1,130 linear feet of water line improvements and 1,100 linear feet of wastewater improvements.

2. BID DOCUMENTS

Bid Documents are obtained through the City's Vendor Connection website, log on www.austintexas.gov/financeonline/vendor_connection/index.cfm. A complete set of Bid Documents, including all sections of the Project Manual and Drawings, are included in the attachments section of each solicitation.

All addenda and answers to Bidders' questions will also be posted in the attachments section for each solicitation on the City's Vendor Connection website.

3. SUBMISSION OF BIDS

Sealed Bids may be submitted to the Capital Contracting Office Bid Opening Desk located at One Texas Center, 505 Barton Springs Rd., Suite 1045-B, Austin, Texas 78704, or may be submitted electronically (see [eResponse](#), Attachment 1 -Submitting Bids in Austin Finance Online).

Sealed Bid may be mailed using address below:

Address for US Mail (If mailed to the physical address, the proposal will be returned unopened)	
City of Austin	
Capital Contracting Office	
P. O. Box 1088	
Austin, Texas 78767-8845	

NOTE: Bids must either be received and time stamped in the Capital Contracting Office prior to the Due Date and Time or submitted electronically via Austin Finance Online. The time of record for those electronically submitted is the time received in Austin Finance OnLine. It is the responsibility of the Offeror to ensure that their Bid arrives at the reception desk in the Capital Contracting Office or electronically prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Proposal arriving on time.

Public Bid Opening Update

Due to the unprecedented event of COVID-19 and to help prevent the further spread, Capital Contracting Office will NOT be conducting an in person bid opening. Bidders must either submit their bids and compliance plans no earlier than 10:00 AM and prior to 2:00 PM on the date bids are due to One Texas Center, 505 Barton Springs Rd., Suite 1045-B, Austin, Texas 78704; or must submit Bids and Compliance Plans electronically via Austin Finance Online prior to 2:00 PM on the day proposals are due. Bids and compliance plans submitted after 2:00 PM on the date bids are due will not be accepted. The Capital Contracting Office will open both the sealed bids and bids received electronically via Austin Finance Online at 3:00 PM on the date bids are due.

Bidders may watch the bid opening online using the following Web link: [CCO Web Bid Opening Click Here](#)

Disclaimer: The result of the bid opening does not become final until all bids are verified, and the bid tab is certified. The pencil bid tab and certified bid tab will be posted in Austin Finance Online at the following link:

https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm

ALL BIDS AND COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 2:00 PM on February 18, 2021.

BIDS WILL BE OPENED AT (Austin time) 3:00 PM on February 18, 2021.

ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in SUITE 1045B is the time of record and is verified with <https://www.time.gov/>, the official U.S. time. For Bids submitted electronically via Austin Finance Online, the time of record is the time received in Austin Finance Online.

4. VENDOR REGISTRATION AND NON-DISCRIMINATION

Prime Contractors must be registered with the OWNER prior to submitting a Bid electronically via Austin Finance Online. All CONTRACTORS must be registered to do business with OWNER prior to the Contract Award. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto _____ and follow _____ directions: https://www.austintexas.gov/financeonline/account_services/account/login.cfm

The City of Austin, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5. MBE/WBE PROCUREMENT PROGRAM

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapter 2-9-A of the City Code, as amended. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) or Disadvantaged Business Enterprises (DBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE or DBE participation are stated for each solicitation. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Procurement Program Package or DBE Procurement Program Package attached to the solicitation. When goals are established, Bidders are required to complete and return the MBE/WBE or DBE Compliance Plan with their Bid. If a Compliance Plan is not submitted prior to the date and time set forth in the solicitation, the Bid will not be accepted for consideration. (See Section 00820 for MBE/WBE requirements on "no goal" solicitations.)

6. BID GUARANTY

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions to Bidders.

7. BONDS AND INSURANCE

Performance and payment bonds when required shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Supplemental General Conditions.

8. WAGE COMPLIANCE

Minimum wage rates have been established and are specified in Section 00830, Wage Rates and Payroll Reporting.

9. CONTRACT TIME

Contract Time is of the essence and all Work shall be substantially completed within three hundred sixty (360) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300.

Final completion shall be achieved within ninety (90) Calendar Days after substantial completion.

Liquidated damages are one thousand three hundred seventy (\$1,370) per Calendar Day for failure to substantially complete the work and two hundred seventy (\$270) per Calendar Day for failure to achieve final completion within ninety (90) Calendar Days after substantial completion, in accordance with the Bid Form, Section 00300.

10. OWNER'S RIGHTS

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bid).

11. PRE-BID CONFERENCE

A **non-mandatory** Pre-Bid Conference will be held on December 15, 2020 at 9:00 AM (Austin time), virtually via Teams Presentation using the following link: [Pre-bid Conference](#)

Attendance is not mandatory unless otherwise stated. Bidders must attend any mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of OWNER's bidding and contracting requirements, particularly MBE/WBE or DBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

12. ANTI-LOBBYING AND PROCUREMENT

On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:

https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf

13. AUTHORIZED CONTACT PERSONS

The persons listed below may be contacted for information regarding the Invitation for Bid.

PROJECT MANAGER: Fredrick Reza, phone 512-974-7204, email Fredrick.Reza@AustinTexas.gov

CAPITAL CONTRACTING OFFICE CONTACT: Steve Cocke, phone 512-974-7998, email Steven.Cocke@AustinTexas.gov

SMALL & MINORITY BUSINESS RESOURCES DEPARTMENT CONTACT: Kenneth Kalu, phone 512-974-7621, email Kenneth.Kalu@AustinTexas.gov

END

UNIT PRICE BID FORM

Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the City of Austin, Texas:

Solicitation No.:	CLMC834
Project:	Lake Austin – Meredith St. Storm Drain Improvements
CIP ID No.:	5789.054

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
101S-B	19.3	STA	Prep. Right of Way	\$	\$
102S-A	0.14	AC	Clearing and Grubbing	\$	\$
132S-A	50	CY	Embankment	\$	\$
210S-A	1437	CY	Flexible Base	\$	\$
315S-A	4311	SY	Surface Milling	\$	\$
340S-A	4311	SY	Hot Mix Asphalt Concrete Pavement -2 Inches – Type C	\$	\$
414S-C	38	CY	Cast in Place Portland Cement Concrete Retaining Wall, Including Reinforcement	\$	\$
430S-A	2038	LF	P.C. Concrete Curb and Gutter (Excavation)	\$	\$
432S-4	4660	SF	P.C. Concrete Sidewalks, 4 Inch thickness	\$	\$
432S-RP-1	1	EA	Curb Ramp with Pavers (Type 1)	\$	\$
432S-RP-1A	2	EA	Curb Ramp with Pavers (Type 1A)	\$	\$
433S-A	732	SF	Type I P.C. Concrete Driveway	\$	\$
435S	10	LF	P.C. Concrete Steps	\$	\$
TxDOT/462	25	LF	Box Culvert, 8 Ft. X 3 Ft., including excavation and backfill	\$	\$
TxDOT/465	1	EA	Precast Manhole, 6 Ft. Dia.	\$	\$
TxDOT/466	1	EA	Headwall, 8 Ft. X 3 Ft. Box Culvert	\$	\$
504S-1RM	5	EA	Repositioning and Adjusting Water Meters	\$	\$
505S-B24	50	LF	Encasement Pipe 24" Dia. Steel	\$	\$

Bidding Requirements, Contract Forms and Conditions of the Contract

506S ABWW	1	EA	Abandonment of existing Manholes	\$	\$
506S MSW6	6	EA	Standard Precast Manhole w/Precast Base, 6 Ft. Dia	\$	\$
506S MSW7	5	EA	Standard Precast Manhole w/Precast Base, 7 Ft. Dia	\$	\$
506S DWW 5	2	EA	Drop Manhole w/Precast Base, 5' Dia	\$	\$
506S EDM48	30	LVF	Extra Depth of Manhole, 48 Inch Dia., Complete And In Place	\$	\$
506S EDM6	43	LVF	Extra Depth of Manhole, 6 Ft. Dia.	\$	\$
506S EDM7	34	LVF	Extra Depth of Manhole, 7 Ft. Dia.	\$	\$
506S MWW4	6	EA	Standard Pre-Cast Manhole W/ Pre-Cast Base, 4' Dia	\$	\$
506S MWW5	1	EA	Standard Pre-Cast Manhole W/ Pre-Cast Base, 5' Dia	\$	\$
508S-I10	4	EA	Inlet, Standard - 10 Foot	\$	\$
508S-I15	1	EA	Inlet, Standard - 15 Foot	\$	\$
508S-I20	8	EA	Inlet, Standard - 20 Foot	\$	\$
508S-I30	2	EA	Inlet, Standard - 30 Foot	\$	\$
509S-1	4110	LF	Trench Excavation Safety Protection Systems (all depth)	\$	\$
510-ASD18	28	LF	Pipe, 18" Dia. Rubber Gasket Class III RCP (all depths) including excavation and backfill	\$	\$
510-ASD24	181	LF	Pipe, 24" Dia. Rubber Gasket Class III RCP (all depths) including excavation and backfill	\$	\$
510-ASD30	20	LF	Pipe, 30" Dia. Rubber Gasket Class III RCP (all depths) including excavation and backfill	\$	\$
510-ASD36	91	LF	Pipe, 36" Dia. Rubber Gasket Class III RCP (all depths) including excavation and backfill	\$	\$
510-ASD54	598	LF	Pipe, 54" Dia. Rubber Gasket Class III RCP (all depths) including excavation and backfill	\$	\$
510-ASD66	1069	LF	Pipe, 66" Dia. Rubber Gasket Class III RCP (all depths) including excavation and backfill	\$	\$
510-AW8	75	LF	Pipe, 8" Dia. PVC C900 (all depths) including excavation and backfill	\$	\$
510-AW12	1129	LF	Pipe, 12" Dia. PVC C900 (all depths) including excavation and backfill	\$	\$
510-AWW8-26	760	LF	Pipe, 8 In. Dia. SDR 26 (all depths) including excavation and backfill	\$	\$

Bidding Requirements, Contract Forms and Conditions of the Contract

510-AWW18-26	159	LF	Pipe, 18 In. Dia. SDR-26 (all depths) including excavation and backfill	\$	\$
510-BW2x2	8	EA	Connecting New 2 In. Service to Existing Private Service (2 In. Dia. New Service to 2 In. Dia. Private Service)	\$	\$
510-BWW6x6	8	EA	Connecting New 6 In. Service to Existing Private Service (6 In. Dia. New Service to 6 In. Dia. Private Service)	\$	\$
510-JW4x4	1	EA	Wet Connections, 4-Inch Dia. X 4-Inch Dia.	\$	\$
510-JW12x12	5	EA	Wet Connections, 12-Inch Dia. X 12-Inch Dia.	\$	\$
510-KW	1.7	TON	Ductile Iron Fittings	\$	\$
510-VIDEO	2012	LF	Video Inspection of Newly Installed Box Culverts and Storm Drain Pipe	\$	\$
511S-A6	3	EA	Valves, Gate Type, 6-Inch Dia.	\$	\$
511S-A8	2	EA	Valves, Gate Type, 8-Inch Dia.	\$	\$
511S-A12	6	EA	Valves, Gate Type, 12-Inch Dia.	\$	\$
591S-A	67	SY	Dry Rock Riprap	\$	\$
602S-A	1028	SY	Bermuda Block Sodding	\$	\$
602S-B	1028	SY	St. Augustine Block Sodding	\$	\$
605S-A	664	SY	Soil Retention Blanket, Class 1, Type D	\$	\$
608S-1	7	EA	Ornamental Trees, 3"	\$	\$
608S-1	4	EA	Shade Trees, 3"	\$	\$
608S-2	1	LS	Temporary Irrigation	\$	\$
609S	671	SY	Revegetation	\$	\$
609S-C	664	SY	Native Seeding	\$	\$
609S-G	664	SY	Management Practices	\$	\$
610S-A	1249	LF	Protective Fencing Type A Chain Link fence	\$	\$
610S-E	52	EA	Tree Trunk Protection, Wood Planking	\$	\$
610S-R	5	EA	Removal of Existing Trees	\$	\$
628S-B	135	LF	Sediment Containment Dikes with Filter Fabric	\$	\$
639S	40	LF	Rock Berm	\$	\$
642S	170	LF	Silt Fence for Erosion Control	\$	\$
648S	65	LF	Mulch Sock	\$	\$
658S-1	10	EA	Temporary Void Protection (Plywood Planking)	\$	\$
658S-2	100	CY	Controlled Low Strength Material for Mitigation	\$	\$
658S-3	400	EA	Pea Gravel-Filled Polypropylene Bags for Void Mitigation	\$	\$
658S-4	3790	CF	3 To 5 Inch Rock for Void Mitigation	\$	\$
658S-5	60	SY	Filter Fabric for Void Mitigation	\$	\$

Bidding Requirements, Contract Forms and Conditions of the Contract

658S-6	130	SY	Permanent Turf Reinforcement Mat for Void Mitigation	\$	\$
658S-7	30	CF	Low Slump Concrete	\$	\$
658S-8	30	LF	Special Trench Safety Associated with Observation of Voids and/or Flowing Water	\$	\$
658S-9	15	CD	Downtime Associated with Observation of Voids and/or Flowing Water	\$	\$
700S-TM	1	LS	Total Mobilization	\$	\$
701S-BD	1	EA	Chain Link Pedestrian Double Swing Gate, 6 Ft x 12 Ft	\$	\$
702S-A	180	LF	Removing and Relocating Existing Chain Link Fence	\$	\$
702S-B	2	EA	Removing and Relocating Existing 6 Foot X 8 Foot Chain Link Pedestrian Gate	\$	\$
703	3700	LF	Safety Fencing	\$	\$
802S-A C.I.P.	3	EA	C.I.P. Project Signs	\$	\$
SP803S-CD	360	CD	Barricades, Signs and Traffic Handling	\$	\$
824S	5	EA	Traffic Signs	\$	\$
SS1310	630	SF	Limestone Block Grade Control, Plans Quantity, Complete in Place	\$	\$
SS1540	1	LS	By-Pass Pumping for Project Outfall	\$	\$
SS2970-1	4	EA	Geotechnical Monitoring System (see locations on E&S sheets)	\$	\$
SS2990-A	1	LS	Cofferdam and Site Dewatering	\$	\$

BASE BID		\$
(Words)		(Figures)

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.
- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

ALTERNATES:

Alternate No. 1:	506S-CN	3	EA	Connecting to Existing Manhole	\$	\$
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TOTAL BID	\$
Includes Base Bid plus Alternate 1, (if accepted at Contract Execution)		

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

Notes:

1. **MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

Optional Information on Bid Prices Submitted by Computer Printout: In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and, in the format, shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of **one hundred twenty (120) Calendar Days**. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or,

Bidding Requirements, Contract Forms and Conditions of the Contract

- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands the Geotechnical Baseline Report (GBR), the Geotechnical Data Report, the Reflection Survey Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. **The Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.**

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within **three hundred and sixty (360) Calendar Days**.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within **ninety (90) Calendar Days** after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

The Bidder further agrees that should the Bidder fail to **substantially** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

The Bidder further agrees that should the Bidder fail to **finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting the Bid, in consideration for the waiver of the Bidder's right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder.

Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of **one thousand three hundred seventy dollars (\$1,370)** per **Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER.

Bidding Requirements, Contract Forms and Conditions of the Contract

If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Final Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of **two hundred seventy dollars (\$270)** per **Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due.

In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

MINOR INFORMALITY: OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated		Received	
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	

BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

BIDDER'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Bidder, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

BIDDER'S CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475): The undersigned Bidder certifies that it has read Section 00475 Nonresident Bidder Provisions and **Bidder certifies that Bidder is a resident of** _____ (*Bidder must write in the blank the state of which Bidder is a resident*).

Bidder will initial the blank set forth below to represent and certify that the Bidder has completed and enclosed the corresponding Bid Documents with the Bid.

____ MBE/WBE Compliance Document

____ One copy of Total Bid Form if Bid is submitted electronically via Austin Finance Online

____ Bid Guaranty

The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.

Corporate Secretary, *if Bidder is a Corporation

Bidder

Email for Secretary

Authorized Signature/Print Name

(Seal)

Title

Date

Address

Telephone Number / FAX Number

Email for Person Signing Bid

Email for Bidder's Primary Contact Person

EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT

Project Name:					
CIP ID #:					
IFB #:					
Bid Item #	Bid Item Description	Unit	Qty	Unit Bid Price	Total Amount
Total					
Proposal: (YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the Bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total Bid amount shown will be read as its total Bid. In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder.					
Signed: _____					
Title: _____			Date: _____		

END